140 YEARS LATER, LOOKING AHEAD
WHOSE RIGHT IS COPYRIGHT?
OWNERSHIP AND TRANSFER OF COPYRIGHT AND RELATED RIGHTS
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QUESTIONNAIRE

-ROMANIA-

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Each reply to these questions should indicate if the answer is the same or different (if so, how) with respect to related rights compared with authors' rights.

I. Initial ownership [Session 2]

A. To whom does your country's law grant initial ownership? (please indicate all that apply)

1. **The author (human creator) of the work**

    a. **Does your country's law define who is an author?**

The Romanian Copyright Law no. 8/1996 on copyright and related rights defines the author, under art. 3, as the natural person or persons who have created the work. Furthermore, pursuant to art. 4, the law establishes a presumption of authorship in favor of the person under whose name the work was first made public, until proven otherwise.

    b. **For joint works (works on which more than one creator has collaborated), does your law define joint authorship? What is the scope of each co-author's ownership? (may joint authors exploit separately, or only under common accord)?**

Romanian law does not define the concept of joint authorship, but it does define a joint work, in article 5. A joint work is a work created by two or more co-authors in collaboration. It is a unitary work resulting from the creative contribution of two or more authors. Copyright in a joint work belongs to all co-authors, who may exercise their rights only by mutual agreement.

In the absence of an agreement to the contrary, the co-authors may use the work only by mutual consent. Any refusal to give consent by one of the co-authors must be duly justified. Where the contribution of each co-author is distinct, it may be used separately, provided that such use does not prejudice the use of the joint work or the rights of the other co-authors.

2. **Employers**

    a. **Under what conditions, e.g., formal employment agreement, in writing and signed? Creation of the work within the scope of employment?**

Works created in the course of employment are works created in the performance of duties specified in the individual employment contract (in written and signed form). As a rule, and in the absence of a contrary clause, the rights in such works belong to the employed author. However, the employee may not transfer their rights in the work to third parties without the employer's authorization and without compensating the employer. At the same time, the employer may use the work in the pursuit of its own business activities without requiring authorization from the employee.

3. **Commissioning parties**

    a. **All commissioned works, or limited to certain categories?**

A commissioning contract concerns the exploitation of the economic rights in a future work. Under such a contract, the author undertakes a dual obligation: to create the work and to transfer it to the commissioning party. In the case of a commissioning contract for future works, and in the absence of a contrary clause, the economic rights remain with the author. Accordingly, the commissioning contract must specify both the delivery deadline and the acceptance deadline of the work.

    b. **Under what conditions, e.g., commissioning agreement, in writing and signed by both parties?**

There are no legal requirements regarding assignment or licensing of rights. The Romanian Copyright Law provides only that the person who commissions the work has the right to terminate the contract if the work does not meet the agreed conditions. In the event of termination of the contract, the amounts already received by the author shall remain with the author. If, for the purpose of creating a work that was the subject of a commissioning contract, preparatory work has been carried out, the author is entitled to reimbursement of the expenses incurred.

4. **The person or entity who takes the initiative of the work's creation**

(e.g. Producers; publishers) of certain kinds of works, e.g., audiovisual works; collective works

a. Scope of ownership of, e.g. all rights, or rights only as to certain exploitations; what rights do contributors to such works retain?

A collective work, according to article 6 of the Romanian Copyright Law is a work in which the personal contributions of co-authors form a whole, without it being possible, due to the nature of the work, to attribute a distinct right to any of the co-authors over the entire work. In the absence of a contrary agreement, copyright in a collective work belongs to the natural or legal person at whose initiative, under whose responsibility, and under whose name the work was created.

Cinematographic works, as well as any other original audiovisual works, constitute objects of copyright protection. Other audiovisual works include videographic and multimedia works. According to Article 65 of Law No. 8/1996, an audiovisual work is defined as a cinematographic work expressed through a process similar to cinematography, or any other work consisting of a succession of moving images, with or without accompanying sounds.

The law doesn`t qualify the audiovisual works as joint works, but the legal doctrine rather classifies audiovisual works as joint works, with the principal author being the director or producer, alongside other authors such as the scriptwriter, the dialogue writer, the composer of music specially created for the work, and the graphic artist for animated works or animated sequences. The law also allows other persons with a significant creative contribution to be recognized as authors, based on a contract signed between the director or producer and the producer of the work.

5. Other instances of initial ownership vested in a person or entity other than the actual human creator? (Other than 6, below.)

Yes. In the case of computer programs created by an employee in the course of performing their employment contract, the rights are deemed to be assigned to the employer.

For photographic works, when created either by an employee in the course of their employment or by a non-employee under a commissioning contract, the rights are deemed to be assigned to the employer or the commissioning party for a period of three years.

Also, the person who, after the expiry of copyright protection, lawfully makes public for the first time an unpublished work shall benefit from protection equivalent to that of the author's economic rights. The duration of this protection is 25 years, starting from the moment the work was lawfully made public for the first time.

6. If your country's law recognizes copyright in AI-generated works, who is vested with original ownership? (e.g., the person providing the prompts to request an output? The creator of the LLM model and/or training data? someone else?)

[b. For presumptions of transfers, see II (transfers of ownership, below)]

The Romanian copyright law only recognizes copyright in literary and artistic works that are created by human beings.

B. Private international law consequences

1. **To what country's law do your country's courts (or legislature) look to determine initial ownership: Country of origin? Country with the greatest connections to the work and the author(s)? Country(ies) for which protection is claimed?**

It depends. According to article 201 of the Romanian Copyright Law, the following shall benefit from the protection provided under this law:

- works whose authors are **Romanian citizens**, even if they have not yet been made public;
- works whose authors are **natural persons or legal entities domiciled or having their registered office in Romania**, even if they have not yet been made public;
- architectural works constructed on the **territory of Romania**;
- performances by performing artists that take place on the **territory of Romania**;
- sound or audiovisual recordings whose producers are natural persons or legal entities domiciled or having their **registered office in Romania**;
- sound or audiovisual recordings **whose first fixation on a material medium took place for the first time in Romania**;
- radio and television programs broadcast by broadcasting organizations having their **headquarters in Romania**;
- radio and television programs transmitted by broadcasting organizations having their **headquarters in Romania**.

II. Transfers of ownership [Session 3]

A. Inalienability

- **Moral rights**
    a. **Can these be granted to the grantee of economic rights? To a society for the collective management of authors' rights?**

According to Article 11 paragraph 1 of Law no. 8/1996 on copyright and related rights, moral rights cannot be waived or transferred, which means that they cannot be granted to the grantee of economic rights or to a society for the collective management of authors' rights.

However, Article 11 paragraph 2 of Law no. 8/1996 provides that, after the death of the author, the exercise of the rights set out in Article 10 letters a), b), and d) is transferred by inheritance, in accordance with civil legislation, for an unlimited period. If there are no heirs, the exercise of these rights passes to the collective management society that administered the author's rights or, as the case may be, to the society with the largest number of members in the relevant field of creation.

The rights provided under Article 10 letters a), b), and d) are:

- the right to decide whether, in what manner, and when the work shall be made known to the public;
- the right to claim recognition of authorship of the work;
- the right to demand respect for the integrity of the work and to oppose any modification, as well as any distortion of the work, if such would be prejudicial to the author's honor or reputation.

b. May the author contractually waive moral rights?

As stated in the aforementioned reply, pursuant to Article 11 of Law no. 8/1996, moral rights may not be transferred, whether by contract or otherwise.

- **Economic rights**

a. May economic rights be assigned (as opposed to licensed)? May an author contractually waive economic rights?

Economic rights are capable of being transferred, as distinguished from mere licensing, by way of contractual assignment. Pursuant to the law, the author or the copyright holder is vested with the authority to assign such rights, in whole or in part, to other persons. Consequently, the author may, through contractual arrangements, relinquish the exercise of his or her economic rights, subject always to the limitations and conditions agreed upon by the parties and in compliance with the law, as provided by Article 40 of Law no. 8/1996:

The author or the holder of copyright may assign by contract to other persons only his or her economic rights. The assignment of the author's economic rights may be limited to certain rights, for a certain territory, and for a certain duration. The author's economic rights or those of the holder of copyright may be transferred by exclusive or non-exclusive assignment.

In the case of an exclusive assignment, the copyright holder himself may no longer use the work in the manners, for the term, and within the territory agreed with the assignee, nor may he transfer that right to another person. The exclusive character of the assignment must be expressly stipulated in the contract.

In the case of a non-exclusive assignment, the copyright holder may himself use the work and may also transfer the non-exclusive right to other persons. A non-exclusive assignee may not assign his right to another person except with the express consent of the assignor.

The assignment of one of the copyright holder's economic rights has no effect on his other rights, unless otherwise agreed. The consent referred to in paragraph (6) is not required in the case where the assignee, being a legal person, undergoes transformation by one of the methods provided by law.

b. Limitations on transfers of particular economic rights, e.g., new forms of exploitation unknown at the time of the conclusion of the contract.

The law allows the transfer of economic rights by way of contractual assignment; however, such transfer is subject to the express limitations provided therein. Pursuant to the article cited

above, the assignment may be restricted to certain rights, for a specified territory, and for a specified duration. Consequently, forms of exploitation unknown at the time of conclusion of the contract may not be the subject of assignment, since contractual transfer concerns only existing and determined economic rights. Thus, the author retains prerogatives over any mode of utilization of the work that was not known or expressly provided for at the time of conclusion of the contract.

B. Transfers by operation of law

1. **Presumptions of transfer:**

    a. **to what categories of works do these presumptions apply?**

According to Romanian law, no presumptions apply in the case of copyright assignments. Thus, Article 42 provides that the existence and content of the contract for the assignment of economic rights may be proven only by its written form. An exception is made for contracts having as their object works used in the press.

Furthermore, the contract for the assignment of economic rights must specify the rights being transferred and must indicate, for each of them, the modes of exploitation, the duration and scope of the assignment, as well as the remuneration of the copyright holder. The absence of any of these provisions entitles the interested party to request the termination of the contract.

    b. **are they rebuttable? What must be shown to prove that the presumption applies (or has been rebutted)?**

See the response above.

    c. **Scope of the transfer: all rights? Rights only as to certain forms of exploitation?**

See the response above.

    d. **Conditions for application of the presumption (e.g. a written audiovisual work production contract; provision for fair remuneration for the rights transferred)?**

See the response above.

2. **Other transfers by operation of law?**

The only presumption explicitly recognized by law (which nevertheless presupposes, as a prerequisite, the existence of a written assignment contract) is that in the case of the assignment of the reproduction right of a work, it is presumed that the right to distribute copies of such a work has also been assigned, with the exception of the import right, unless otherwise provided in the contract.

C. Transfers by contractual agreement

1. **Prerequisites imposed by copyright law to the validity of the transfer, e.g., writing, signed, witnessed, recordation of transfer of title?**

As already written above, such conditions are governed by Article 42 paragraph (1) and Article 43 of Law no. 8/1996: the contract for the assignment of economic rights must specify the economic rights assigned and must indicate, for each of them, the modes of exploitation, the duration and scope of the assignment, as well as the remuneration of the copyright holder. The absence of any of these provisions entitles the interested party to request the termination of the contract.

2. **Do these formal requirements include an obligation to specify what rights are transferred and the scope of the transfer?**

Yes, because otherwise, the contract may be terminated.

3. **Does your country's law permit the transfer of all economic rights by means of a general contractual clause?**

No, according to Article 42 paragraph (1) and Article 43 of Law no. 8/1996, general contractual clauses may lead to the termination of contracts, which means that the assigned rights and the modalities by which the exercise of these rights has been assigned must be described in detail.

4. **Does your country's law permit the assignment of all rights in future works?**

No, according to article 42 paragraph (2) of Law no. 8/1996, the assignment of economic rights in respect of the entirety of the author's future works, whether specified or unspecified, shall be null and void.

D. Private international law

1. **Which law does your country apply to determine the alienability of moral or economic rights and other conditions (e.g. the country of the work's origin? The country with the greatest connections to the work and the author(s)? The country(ies) for which protection is claimed?)**

In the Romanian legal system, the rules of private international law are set out in the Civil Code. Thus, according to Article 2624, the creation, content, and termination of copyright in a work of intellectual creation are subject to the law of the state where the work was first made available to the public through publication, performance, exhibition, broadcasting, or by any other appropriate means. Works of intellectual creation that have not been disclosed are subject to the national law of the author.

III. Corrective measures, subsequent to transfers of rights, accorded to authors or performers in view of their status as weaker parties [Session 4]

1. **Does your law guarantee remuneration to authors and performers?**

    a. **By requiring payment of proportional remuneration in certain cases (which)?**

Yes, according to Article 40[1] of Law no. 8/1996, when granting non-exclusive licences or assigning their exclusive rights for the exploitation of works or other protected subject matter, authors and performing artists shall be entitled to receive appropriate and proportionate remuneration in relation to the economic value of the rights licensed or assigned, taking into account their contribution to the overall work or to other protected subject matter, or to its/their actual exploitation, as well as market practices. Without constituting the rule and in the absence of contrary clauses, the payment of a lump sum may constitute appropriate and proportionate remuneration.

Also, pursuant to Article 71 paragraph (2) of the same Law, in the absence of a contrary clause, the remuneration for each mode of use of the audiovisual work shall be proportional to the gross revenues obtained from the use of the work. The producer is obliged to provide the authors, periodically, with a report of the revenues collected for each mode of exploitation. The authors shall receive the remuneration due to them either through the producer, directly from the users, or through collective management organizations of copyright, on the basis of general contracts concluded by such organizations with the users.

b. By a general requirement of appropriate and proportionate remuneration?

See the response above.

c. By adoption of mechanisms of contract reformation (e.g., in cases of disproportionately low remuneration relative to the remuneration of the grantees)

Article 45[1] of Law no. 8/1996 provides for such mechanisms, one of which is explicitly included in the content of the article itself: in the absence of collective agreements or collective labor contracts providing for a mechanism comparable to the one established in this article, authors and performing artists shall be entitled, including through their representatives, to additional appropriate and equitable remuneration from the party with whom they have concluded a contract for the exploitation of their rights or those of its successors in title, when the initially agreed remuneration proves to be clearly disproportionately low in relation to all relevant subsequent net revenues, and significantly higher than the initial estimates, obtained from the exploitation of the works or of the performances or executions.

d. By providing for unwaivable rights to remuneration in the form of residual rights?

Such a remedy does not exist under Romanian law, except in the case of the "droit de suite," granted in respect of an original work of graphic or plastic art or a photographic work. The droit de suite may not be waived or assigned. It consists of the author's right to receive a share of the net sale price obtained from any resale of the work subsequent to the first transfer by the author, as well as the right to be informed of the location of the work.

2. Does your law require that the grantee exploit the work?

Yes, for example, the copyright holder may freely dispose of the work if it has not been published within one month from the date of acceptance, in the case of a daily publication, or within six months, in the case of other publications.

A similar provision is also established for a performing artist who has granted an exclusive licence or has exclusively transferred his or her rights in respect of a work or another protected subject matter.

a. Does your law impose an obligation of ongoing exploitation? For each mode of exploitation granted?

No.

b. What remedies if the grantee does not exploit the work?

Yes, in the event that an author or a performing artist has granted an exclusive license or has exclusively transferred rights regarding a work or another protected subject matter, the author or performing artist shall have the right to fully or partially revoke the license or the transfer of rights in case of non-exploitation of the respective work or other protected subject matter.

3. Does your law impose a transparency obligation on grantees?

a. What form does such an obligation take (accounting for exploitations? informing authors if the grantee has sub-licensed the work, etc.)

The Romanian Copyright Law requires that authors and performing artists receive, from their successors in title or from the parties to whom they have granted a licence or transferred their rights, information regarding the exploitation of their works and performances, taking into account the specific characteristics of each sector, such as. The information must:

a) allow access to recent, complete, relevant, and pertinent data regarding the exploitation of works and performances;
b) cover all forms of exploitation and all sources of income, including, if applicable, revenues generated by promotional products or relevant revenues generated worldwide;
c) be understandable to the author or performing artist and allow an effective assessment of the economic value of the rights in question;
d) be communicated periodically, at least once a year.

b. What remedies if the grantee does not give effect to transparency requirements?

Conflicts relating to the transparency obligation may be subject to mediation.

4. Does your law give authors or performers the right unilaterally (without judicial intervention) to terminate their grants?

Yes, the author may request the termination of a contract for the assignment of economic rights if the assignee does not exploit the work or exploits it insufficiently, and if, as a result, the justified interests of the author are significantly affected. But the author may not request the termination of the assignment contract if the reasons for non-exploitation or insufficient exploitation are due to the author's own fault, the act of a third party, or a fortuitous or force majeure event.

a. Under what circumstances?

i. After the lapse of a particular number of years?

As a general rule, the termination of the assignment contract cannot be requested before the expiration of 2 years from the date of the assignment of the economic rights over a work. In the case of works assigned for daily publications, this period shall be 3 months, and in the case of periodical publications, 1 year.

Similarly, where an author or a performing artist has granted an exclusive licence or has exclusively transferred his or her rights in respect of a work or other protected subject matter, the author or the performing artist has the right to revoke the licence or the transfer of rights, in whole or in part, in the event of non-exploitation of the respective work or other protected subject matter.

Authors or performing artists may choose to terminate the exclusivity of the contract instead of revoking the licence or the transfer of rights. Revocation may not be requested before the expiry of three years from the conclusion of the licence or transfer agreement regarding the works or other protected subject matter. In such a case, the author or the performing artist shall notify the person to whom the licence was granted or the rights were transferred and shall set an appropriate period, but not less than one year, by which the rights subject to the licence or transfer must be exploited.

ii. In response to the grantee's failure to fulfil certain obligations, under what conditions?

See the response above.

iii. As an exercise of the moral right of "repentance"? (Examples in practice?)

No, we don`t have such provisions.

IV. Streaming, transfer of rights, and the management of large catalogues [Session 5]

1. Applicable statutory right

a. What specific statutory right applies to licensing the streaming of works and performances?

i. Is it the right of communication to the public modelled after Article 8 of the WCT for authors, and the right of making available modelled after Articles 10 and 14 of the WPPT for performers and phonogram producers?

ii. Another right or a combination of rights?

As provided in the article 20 of Law no. 8/1996 on copyright and related rights, republished, modified and revised, the communication to the public right is also comprising the making available to the public right as result of the `umbrella solution` determined by the `Internet`

Treaties: article 8 of WCT for authors and articles 10 and 14 of WPPT for performers and phonogram producers.

Article 20 of Law no. 8/1996 provides the following: "*Communication to the public means any communication of a work, directly or by any technical means, made in a place opened for public or in any other place where a number of persons exceeding the normal circle of the members of a family and of its acquaintances assemble, including stage performance, recitation or any other public form of performance or direct presentation of the work, public display of works of plastic art, of applied art, of photographic art and of architecture, public projection of cinematographic and of other audiovisual works, including of works of digital art, presentation in a public place, by means of sound or audiovisual recordings, as well as presentation in a public place, by any means, of a broadcast work. Any communication of a work by wire or wireless means, including by making the works available to the public, via Internet or other computer networks, so that any member of the public to have access, from anywhere or at any moment individually chosen, shall also be considered as communication to the public".*

Analysing the above-mentioned dispositions, means that in the case of works (e.g. musical works) the communication to the public right comprises the following uses: a) direct communication to the public (concerts and spectacles); b) communication in public spaces; c) public projection of cinematographic works; d) ringtones; and e) making available to the public (streaming).

So, the streaming or making available to the public right is included under the `umbrella` of communication to the public right.

According to art. 13 letter f) of Law no. 8/1996, the author have the exclusive right to authorise or not *"the communication to the public, directly or indirectly, of the work, by any means, including by making the work available to the public, in such a way that members of the public may access them from a place and at a time individually chosen by them".*

According to art. 98 paragraph (1) letter i) of Law no. 8/1996, the performers have the exclusive right to authorise or not *"the making available to the public of his fixed performance or interpretation in such a way that members of the public may access them from a place and at a time individually chosen by them".*

In the same manner as the performers, the phonogram producer has the exclusive right to authorise or not the *"making available to the public of his own sound recordings in such a way that members of the public may access them from a place and at a time individually chosen by them"* (article 106 paragraph (1) letter g) of Law no. 8/1996).

b. For authors, does this right cover both musical and audiovisual works? For performers, does this right cover both performances fixed in phonograms and audiovisual fixations?

As previously stated in the cited legal provisions, Law no. 8/1996 does not establish or regulate differences between works or performances. Consequently, the making available right covers

both musical and audiovisual works, as well as performances fixed in phonograms and in audiovisual fixations.

It should also be noted that, according to Article 112 paragraph (1) of Law no. 8/1996, performers and producers of phonograms are entitled to a single equitable remuneration for the direct or indirect use of phonograms published for commercial purposes, or of reproductions thereof, by broadcasting or by any other means of communication to the public.

Law no. 8/1996 further defines phonograms published for commercial purposes as those made available to the public by sale or by wire or wireless means, in such a way that anyone may access them at a place and at a time individually chosen.

2. Transfer of rights

a. Are there any regulations in your country's law that limit the scope of a transfer or license to the forms of use already known at the time of the transfer or license?

Specifically, Law no. 8/1996 does not limit the scope of a transfer or licence to the forms of use already known at the time of the transfer or licence, but provides the following main safeguards: the transfer agreement must specify the economic rights transferred and, for each right, the modes of exploitation (this being one of the clauses whose absence entitles the parties to terminate the transfer agreement for the future); the transfer of economic rights over all of the author's future works, whether designated or not, shall be null and void; and the existence and content of the contract for the transfer of economic rights may be proven only by its written form, except in the case of contracts relating to works used in the press.

b. If there are such regulations, when the statutory right referred to in section 1 was introduced into your law, was it considered a new form of use to which the limitation in subsection 2 a. above applies?

Not applicable.

c. Are there any cases in your country's law when the statutory right referred to in section 1 is presumed to have been transferred to the producer of a phonogram or audiovisual fixation?

Law no. 8/1996 regulates in article 101 the general transfer presumption of artists or performers in favour of producers: *"in the absence of a contrary clause, the performer who has taken part in the making of an audiovisual work, of an audiovisual recording or of a sound recording, shall be presumed to have assigned to the producer thereof, for an equitable remuneration, the exclusive right to use his performance thus fixed, by reproduction, distribution, import, rental and lending"*.

3. Remuneration

a. Are authors/performers entitled to remuneration for licensing the streaming of their works/performances?

As mentioned before, the authors have a right to remuneration for the exclusive right of communication to the public, including making available right and the performers and producers have the right to an equitable remuneration.

b. Does authors and/or performers retain a residual right to remuneration for streaming even after licensing or transferring the statutory right referred to in section 1?

The residual right to remuneration does not apply to cases where the statutory right was transferred, in case of performers being directly applicable the legal presumption mentioned before.

4. Collective management

a. In your country's law, is collective management prescribed for managing the right referred to in section 1? If so, what form of collective management is prescribed (e.g. mandatory or extended)?

At present, Law no. 8/1996 regulates the following forms of collective management: a) compulsory collective management for the right to equitable remuneration granted to performers and phonogram producers for the communication to the public and broadcasting of phonograms published for commercial purposes or of reproductions thereof (Article 145 paragraph (1) letter d);

b) extended collective management for the communication to the public of musical works (Article 145¹ paragraph (1) letter a);

c) mandatory or voluntary collective management for the right of communication to the public of works, except for musical works, and of artistic performances in the audiovisual field (Article 146 paragraph (1) letter b); and

d) mandatory or voluntary collective management for the online rights of musical works (Article 146 paragraph (1) letter d¹), meaning the rights provided for in Directive 2014/26/EU, namely multi-territorial licensing of rights in musical works for online use in the internal market.

Taking into account the reasoned opinion of the European Commission addressed to Romania regarding the non-compliance of Article 145¹ of Law no. 8/1996 on copyright and related rights with Article 12 paragraph (2) of Directive (EU) 2019/790 on copyright and related rights in the Digital Single Market and with Article 3 of Directive 2001/29/EC on the harmonisation of certain aspects of copyright and related rights in the information society, consultations on revising Law no. 8/1996 began in Romania starting from August, mainly regarding the forms of collective management for the communication to the public right. A draft government ordinance has been prepared, which is currently under consultation.

According to this draft government ordinance, mandatory or voluntary collective management will apply to: the right of communication to the public of musical works performed directly or

by any other public means of direct performance or presentation; the right of communication to the public by any technical means, in a place open to the public, of musical and cinematographic works, videograms, and artistic performances in the audiovisual field; the right of communication to the public of musical works by public projection; the right of communication to the public of musical works by making them available to the public through streaming services; the right of communication to the public of musical works as ringtones or call-waiting tones; the online rights over musical works (multi-territorial licensing of rights in musical works for online use in the internal market); and the right of communication to the public through the public exhibition of works of fine art, applied art, photography, and architecture.

The draft ordinance does not provide for other revisions of the forms of collective management regarding the subject of the questionnaire.

According to Law no. 8/1996, as well as the draft government ordinance, mandatory or voluntary collective management means that collective management organizations represent only the rightsholders who have granted them a mandate and that they develop methodologies, within the limits of the managed repertoire, or negotiate licence contracts directly with users. It also means that the collective management organizations ensure that users have access, by electronic means of remote transmission, to the managed repertoire of works, among those used by the applicant, as well as to the list of Romanian and foreign copyright and related rights holders they represent.

An important revision provided in the draft government ordinance concerning the communication to the public right of performers and producers for phonograms published for commercial purposes (the right to equitable remuneration), and the right of communication to the public by any technical means in a place open to the public of musical and cinematographic works, videograms, and artistic performances in the audiovisual field, is the development of a single methodology that includes regulations for each category of payer/field and remuneration broken down for each category of authors and holders of related rights, as well as the creation of a common collecting body or the designation of a common collector.

b. If authors and/or performers retain a residual right to remuneration (ss 3 b.), is collective management prescribed for managing this residual right to remuneration? If so, what form of collective management is prescribed (e.g. mandatory or extended)?

All forms of collective management were described before.

5. Transparency and the management of large catalogues

a. Does your law (or, in the absence of statutory regulations, industry-wide collective agreements) guarantee that authors and performers regularly receive information on the exploitation of their works and performances from those to whom they have licensed or transferred their rights? If yes, what is the guaranteed periodicity and content of such information?

Considering the above-described forms of collective management for the right in question, the transparency information regulated in the Law no. 8/1996 are the general ones provided between users and collective management organizations and the ones provided also in the licenses concluded (reporting of uses, playlists, remunerations reports, etc.).

b. Are you aware of any case law where the complex chains of copyright titles, typical of large streaming catalogues, have made the management of works or performances non-transparent or otherwise challenging, such as, for example, the case of Eight Mile Style, LLC v. Spotify U.S. Inc. (https://casetext.com/case/eight-mile-style-llc-v-spotify-us-inc-1)?

For Romania, we are not aware of such examples.